

**VOLUNTARY CLEANUP CONTRACT
16-6406-NRP**

**IN THE MATTER OF
CARDINAL NEWMAN SCHOOL PROPERTY, RICHLAND COUNTY
and
3860 FABER PLACE LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 3860 Faber Place LLC with respect to the Property located at 4701 Forest Drive, and 1616, 1618, 1620 and 1700 Gamewell Drive, Columbia, South Carolina. The Property includes approximately 13 acres identified by Tax Map Serial Number(s) R14014-06-19, R14013-02-16, R14013-02-17, R14013-02-01, and R14014-06-20. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 3, 2016, and any amendments thereto, by 3860 Faber Place LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Faber Place" means 3860 Faber Place LLC.
- B. "Beneficiaries" means Faber Place's Non-Responsible Party lenders, signatories, parents, members, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Faber Place or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

4701 Forest Drive, TMS # R14014-06-19

Bishop of Charleston	1959 to Present
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1616 Gamewell Drive, TMS # R14013-02-16

unknown ownership (residence)	To 2012
Bishop of Charleston	2012 to Present

1618 Gamewell Drive, TMS # R14013-02-17

Brumbach William K (residence)	1978 to 2012
Bishop of Charleston	2012 to Present

1620 Gamewell Drive, TMS # R14013-02-01

Hendrix Sarah W (residence)	1983 to 2012
Bishop of Charleston	2012 to Present

1700 Gamewell Drive, TMS # 14014-06-20

Jones William Broadus Jr (residence)	1982 to 2003
Leon Antonio M (residence)	2003 to 2012
Bishop of Charleston	2012 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by a surface water body, Eightmile Branch followed by residential property to the north, commercial developments to the east, Forest Drive and commercial development to the south, and a mix of commercial and residential use to the west. Based on historical records, the Property was first developed with residential structures on the western portion of the Property in the 1950's. Portions of the Cardinal Newman School were constructed in 1961, followed by additional school buildings constructed between 1971 and 1992. Currently, the Property is developed with four former residential homes, several school buildings, and recreational fields. Cardinal Newman School and at least two of the residences utilized heating oil from underground storage tanks (USTs) for fuel.

Investigations / Reports: The Phase I Environmental Site Assessment prepared in support of the voluntary cleanup application (Terracon, May 9, 2016) identifies four unregulated fuel oil USTs on the Property as Recognized Environmental Conditions. These four USTs were removed in May 2016 as reported in the UST Closure Report prepared by Terracon (dated May 19, 2016). Removal activities

included removal of four USTs: a 3000-gallon UST on the western side of the high school building, a 7500-gallon UST on the eastern side of the high school building, a 250-gallon UST at 1618 Gamewell Drive, and a 500-gallon UST at 1620 Gamewell Drive. Soil sampling results from the sidewalls and base of the UST excavations identified several petroleum related constituents including naphthalene at the base of two of the UST excavations. Naphthalene was detected at concentrations of 8100 and 1600 micrograms per kilogram (ug/kg) beneath the 3000-gallon UST, and 1400 ug/kg beneath the 1620 Gamewell Drive UST. The Risk-Based Screening Levels (RBSLs) (specified in the South Carolina Risk-Based Corrective Action for Petroleum Releases) is 47 ug/kg. The EPA RSL for resident soil for naphthalene is 3800 ug/kg. Analytical parameters for the soil samples were limited to Benzene, Toluene, Ethylbenzene, Xylene, Napthalene and Polynuclear Aromatic Hydrocarbons. Groundwater and surface water sampling results are reported in the Limited Site Investigation Report prepared by Terracon, dated May 24, 2016. Sampling results identify several petroleum constituents in groundwater, with naphthalene at concentrations of 57, 63, and 65 micrograms per liter (ug/l) in three of the four temporary monitoring wells located downgradient of the UST locations. Analytical parameters for the aqueous samples were limited to Benzene, Toluene, Ethylbenzene, Xylene, and Napthalene.

- C. Applicant Identification: Faber Place is a State of South Carolina limited liability company with its principal place of business located at 211 King Street, Suite 300, Charleston, South Carolina, 29401. Faber Place affirms that it has the financial resources to conduct the response actions pursuant to this Contract.
- D. Proposed Redevelopment: Faber Place will acquire the Property and intends to demolish the existing buildings and redevelop the Property with new structures for mixed use commercial and multi-family residential uses.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Faber Place certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Faber Place also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. Faber Place agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Faber Place, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Faber Place, or its designee in accordance with the schedule provided in the initial Work Plan. Faber Place acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Faber Place agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Faber Place may seek an amendment of this Contract to clarify its further responsibilities. Faber Place shall perform all actions required by this Contract, and any related actions of Faber Place's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Faber Place shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Faber Place's consulting firm(s), analytical laboratories, and Faber Place's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). Faber Place shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Faber Place in writing of approvals or deficiencies in the Work Plan.
- 8). Faber Place, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Faber Place shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Faber Place shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall

allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). Faber Place shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Faber Place shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Abandon existing water supply well

- 1). Faber Place shall abandon the water supply well located in the northern portion of the Property. The well shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

D. Assess Waste Materials and Segregated Sources:

- 1). Faber Place shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Faber Place shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Faber Place shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Faber Place shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

E. Conduct a well survey:

- 1). Faber Place shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Faber Place shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Faber Place, of the well owner or occupant of the residence served by the well.

F. Assess soil quality across the Property:

- 1). Faber Place shall collect and analyze surface and subsurface soil samples from a sufficient number of locations to characterize soil quality across the entire Property in accordance with a Department approved Work Plan.

- 2). All soil samples shall be analyzed for TAL-Metals, VOCs and SVOCs. A representative number of soil samples shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

G. Assess groundwater quality:

- 1). Faber Place shall assess groundwater quality and flow direction across the Property in accordance with a Department approved Work Plan.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, groundwater samples from a representative number of monitoring wells shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSLs for "Tapwater."

H. Assess surface water and sediment quality:

- 1). Faber Place shall collect and analyze sediment and water samples from Eightmile Branch in accordance with a Department approved plan.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

I. Evaluate and control potential impacts to indoor air:

- 1). Faber Place shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting residential or commercial exposures as applicable consistent with the building construction that is proposed to be used on the Property.
- 2). If a vapor intrusion assessment is required, Faber Place shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, Faber Place's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Faber Place shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Faber Place shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.J of this Contract.
- 4). The Department may allow Faber Place to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.J of this Contract.

J. Institute reasonable Contamination control measures:

- 1). Faber Place shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all of its contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Faber Place shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Faber Place shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.

- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
- d). Faber Place may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Faber Place shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- e). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Faber Place shall propose a Media Management Plan. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall

address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

- f). Upon completion of any corrective measures, Faber Place shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- g). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

K. Monitor and/or abandon the monitoring wells:

- 1). Faber Place shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Faber Place shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

- 5. Faber Place shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the

Department in the form of one electronic copy on compact disk (in .pdf format). Faber Place agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Faber Place.

PUBLIC PARTICIPATION

6. Faber Place and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Faber Place.
- B. Faber Place shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by 3860 Faber Place LLC under Voluntary Cleanup Contract 16-6406-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Faber Place. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

- 3). Faber Place shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Faber Place agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Faber Place shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Faber Place shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Faber Place shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 30 days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Faber Place shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Faber Place shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Faber Place or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to Faber Place. An authorized representative of Faber Place or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. Faber Place or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. Faber Place or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy

shall show the date and Book and Page number where the Declaration has been recorded.

- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Faber Place or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Faber Place or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Faber Place or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Faber Place or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Faber Place acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. Faber Place or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
SCDHEC Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Faber Place shall be submitted to Faber Place's designated contact person who as of the effective date of this Contract shall be:

Ned Miller, Development Manager
P.O. Box 242
Charleston, South Carolina 29402

FINANCIAL REIMBURSEMENT

11. Faber Place or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Faber Place on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Ned Miller, Development Manager
P.O. Box 242
Charleston, South Carolina 29402

A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. Faber Place agrees the Department has an irrevocable right of access to the Property for environmental response matters after Faber Place acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Faber Place or its Beneficiaries for the Property under this Contract as follows:
- A. Faber Place or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Faber Place or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
 - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a

required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that Faber Place or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Faber Place or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Faber Place or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Faber Place shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Faber Place, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. Faber Place or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

- B. Faber Place and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Faber Place or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Faber Place or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
 - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration

is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Faber Place, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Faber Place or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Faber Place's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Faber Place or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Faber Place or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Faber Place or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,

- 7). Failure by Faber Place or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Faber Place's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Faber Place or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Faber Place or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Faber Place or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Faber Place and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
- B. Effective on the date the Certificate of Completion is issued by the Department.
- 1). The Department's covenant not to sue Faber Place and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Faber Place or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Faber Place or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Faber Place and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Faber Place or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Faber Place and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Faber Place and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in

this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY FABER PLACE

19. Faber Place retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Faber Place and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Faber Place and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Faber Place and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Faber Place or its Beneficiaries. Faber Place and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY FABER PLACE AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Faber Place and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting

from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

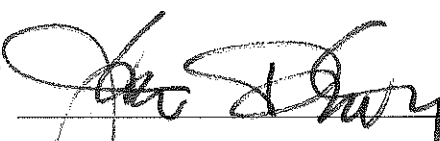
DATE:

Reviewed by Office of General Counsel

**3860 FABER PLACE LLC
By The Beach Company, its Manager**

BY:

DATE:



John Darby President
Printed Name and Title

5/28/16 4:50pm

BY:

DATE:



J. Darby Reyna Executive Vice President
Printed Name and Title

5/28/16 4:50pm

APPENDIX A

3860 Faber Place LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

May 3, 2016



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name 3860 Faber Place, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

By: The Beach Co., Its Manager, J. Darryl Reyna Executive VP, COO, & CFO dreyna@thebeachcompany.com
Name Title Email
211 King Street--suite 300 843-722-2615ext. 3008
Address Phone1 Phone2
Charleston SC 29401
City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
John C.L. Darby	President and CEO	(843) 722 - 2615		<input type="checkbox"/>
Leonard D. Way	Corporate Secretary	(843) 722 - 2615		<input type="checkbox"/>
Requires any 2 of 3 signature		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

211 King Street 300
Street address Suite Number
Charleston SC 29401
City State Zip

6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Ned Miller Development Manager
Contact person (if different from Authorized Signatory) Title
P.O Box 242 843-277-3052
Street Number or PO Box Phone1 Phone 2
Charleston SC 29402 nmiller@thebeachcompany.com
City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in _____ (state)
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name
The Beach Company

Name

MAY 03 2010

SITE ASSESSMENT,
REMEDIAL ACTION &
CLOSURE

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 4701 Forest Dr., 1616, 1618, 1620, and 1700 Gamewell Drive

b. County Richland

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Forest Acres
(town/city)

10. List any Companies or Site names by which the Property is known

Cardinal Newman High School

11. Total Size of Property Covered by this Contract Approx. 13 Acres

12. How many parcels comprise the Property? 5

13. Current Zoning (general description)

P-2 - Institutional District

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

Four USTs have been identified on the property. All four will be removed prior to closing.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# R14014-06-19
b. Acreage approx. 11
c. Current Owner Bishop of Charleston, a corporation sole
d. Owner Mailing Address Attn: Off.of Real Estate
901 Orange Grove Rd.
Charleston, SC 29407
e. Contact Person for Access Contact: Ned Miller
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# R14013-02-16
b. Acreage approx. .3
c. Current Owner Bishop of Charleston, a corporation sole
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# R14013-02-17
b. Acreage Approx. .3
c. Current Owner Bishop of Charleston, a corporation sole
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# R14013-02-01
b. Acreage approx. .3
c. Current Owner Bishop of Charleston, a corporation sole
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# R14014-06-20
b. Acreage approx. .4
c. Current Owner Bishop of Charleston, a corporation sole
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Applicant will redevelop property for mixed use commercial and multi-family residential

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 75
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 750,000

20. a. Will there be Intangible benefits from this redevelopment such as:

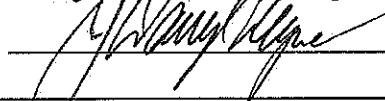
- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

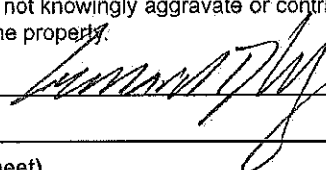
21. Anticipated date of closing or acquiring title to the property 05 / 31 / 2015

22. Redevelopment Certification

By signature(s) below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)



IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

- ☐ None as of this application date

Terracon

Company

521 Clemson Road

Columbia

SC

29229

Address

City

State

Zip

Gene Partin

803-741-9000

Gene.Partin@terracon.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
Nexsen Pruet, LLC
Firm
Joan Hartley 803-540-2129
Attorney Phone1 Phone 2
1230 Main Street, Suite 700 Columbia SC 29201 jhartley@nexsenpruet.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☐ New report completed in the past six months by _____ (Name of Environmental Firm)
☒ Older report updated in the past six months by Terracon (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property
☐ The Applicant believes the Department already has all environmental data in its files on: _____ (Site Name)
☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
April 13, 2016	Asbestos and Lead Paint Survey Report	Terracon

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment
☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR PARCEL NO. 1 (Tax Map Number R14014-06-19 (4701 Forest Drive)):

Legal Description:

All that certain piece, parcel or tract of land, situate, lying and being generally on the north side of Forest Drive, containing Eight and 33/100 (8.33) Acres, more or less, and about two (2) miles east of the City of Columbia, County of Richland, State of South Carolina and designated as Parcel "A" on a plat of the property surveyed for Mrs. L. C. Dent, located in Forest Acres, near Columbia, South Carolina, made by William Wingfield, Registered surveyor, dated the 12th day of December, 1956, and recorded in the office of the Clerk of Court for Richland County in Plat Book 9 at page 94, and being more particularly described and delineated as is reflected from said plat as follows: Beginning at an iron pin on Forest Drive on the generally southwest corner of said tract of land and continuing north 27° 17' east for a distance of Three Hundred Twenty-six and four-tenths (326.4') feet to an iron pin; thence north 26° 58' east for a distance of Three Hundred twenty-five (325') feet to an iron pin; thence north 25° 19' east for a distance of Three Hundred Fourteen and one-tenth (314.1') feet to an iron pin; thence north 17° 20' west for a distance of Nineteen and two-tenths (19.2') feet to an iron pin; thence north 21° 27' east for a distance of Fifteen (15') feet to an iron pin; thence north 25° 40' east for a distance of One Hundred Forty-two and one-tenth (142.1') feet to the center of the run of Spring Branch; thence down the run of Spring Branch, along the center thereof, for a distance of Four Hundred Thirty (430') feet, more or less; to a point as shown on said plat above referred to; thence turning south 35° 29' west for a distance of Four Hundred Eighty-three (483') feet to an iron pin; thence turning south 25° 10' west for a distance of Two Hundred Thirty-seven and six-tenths (237.6') feet to an iron pin; thence turning north 66° 41' east for a distance of One Hundred Forty and seven-tenths (140.7') feet to an iron pin; thence turning, according to said plat, south 20° 41' east for a distance of Three Hundred (300') feet to an iron pin, which bounds on Forest Drive; thence turning along said Forest Drive north 65° 06' west for a distance of Two Hundred Fifty-nine and four-tenths (259.4') feet to the point of beginning. All of which more fully appears from the plat above referred to.

TOGETHER WITH: All that certain piece, parcel or lot of land situate, lying and being North of Forest Drive, in the Town of Forest Acres near the City of Columbia, in the County and State aforesaid, on the Eastern side of Gamewell Drive, being shown and delineated as LOT A and PARCEL 2 containing three-hundredths (.03) of an acre on a plat of property surveyed for The Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, S.C. by B.P. Barber and Associates, August 25, 1959, and recorded in the office of the Clerk of Court for Richland County in Plat Book 13 at page 499, and together being more particularly described by metes and bounds as follows: commencing at an iron on the Eastern side of the right-of-way of Gamewell Drive three hundred ninety-five (395') feet North of the Northeast corner of the intersection of Forest Drive and Gamewell Drive; thence turning and extending therefrom South 64 degrees 27 minutes East one hundred eighty and nine-tenths (180.9') feet, along LOT 14 and PARCEL 1 to an iron; thence turning and extending therefrom North 25 degrees 30 minutes East fifty (50') feet, along PARCEL 4, to an iron; thence turning and extending therefrom North 64 degrees 27 minutes West one hundred seventy-eight and seven-tenths (178.7') feet, along PARCEL 3 and LOT B to an iron on the Eastern boundary line of the right-of-way of Gamewell Drive; thence turning and extending therefrom fifty (50') feet, along the Eastern boundary line of the right-of-way of Gamewell Drive, to the point of commencement.

LESS AND EXCEPTING from the above tracts of land, the following legal descriptions which were conveyed pursuant to that certain Title to Real Estate to Ethel S. Dent, A.G. Dent, Jr., and Bernice D. Stubbs, from The Most Reverend Paul J. Hallinan, as the Bishop of Charleston, a corporation sole under the laws of the State of South Carolina and his successors in the Episcopal See of Charleston, according to the discipline and government of the Roman Catholic Church, and his and their assigns forever, dated September 16, 1959, and recorded on September 17, 1959, in the Office of the Register of Deeds for Richland County, South Carolina in Book 259 at Page 85:

All that certain piece, parcel or strip of land situate, lying and being on the Northern side of Forest Drive, in the Town of Forest Acres, near the City of Columbia, in the County and State aforesaid, and being shown and delineated as PARCEL 1 containing twenty-three

hundredths (.23) of an acre, PARCEL 2 containing three hundredths (.03) of an acre, and PARCEL 3 containing twenty-one hundredths (.21) of an acre, on a plat of property surveyed for The Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, S.C. by B. P. Barber and Associates, August 25, 1959, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13 at Page 499.

Said PARCELS 1, 2 and 3 together being more particularly described by metes and bounds as follows: Beginning at an iron on the Northern side of the present highway right-of-way line of Forest Drive one hundred and eighty (180') feet South 66 degrees 0 minutes East of the Northeastern corner of the intersection of Forest Drive and Gamewell Drive, and extending therefrom in a straight line North 25 degrees 30 minutes East eleven hundred twenty-six and eight-tenths (1126.8') feet, along Parcel 4 to the center of Spring Branch; thence turning and extending therefrom in a Westerly direction twelve (12') feet, more or less along the center of Spring Branch, to a point; thence turning and extending therefrom in a broken line, along a fence separating said strip of land from a subdivision of property of grantees, as follows; South 25 degrees 40 minutes West one hundred fifty-two (152') feet, more or less, to a point; thence South 21 degrees 27 minutes West fifteen (15') feet to a point; thence South 17 degrees 20 minutes East nineteen and two-tenths (19.2') feet to an iron; thence South 25 degrees 19 minutes West three hundred fourteen and one-tenth (314.1') feet to an iron; thence South 26 degrees 58 minutes West three hundred twenty-five (325') feet to an iron; thence South 27 degrees 17 minutes West three hundred twenty-six and four-tenths (326.4') feet to an iron on the Northern boundary of the highway right-of-way line of Forest Drive; thence turning and extending therefrom South 66 degrees 0 minutes East thirty (30') feet, along the Northern boundary of the highway right-of-way of Forest Drive to the point of commencement.

AND

All that certain piece, parcel or lot of land situate, lying and being North of Forest Drive, on Spring Branch, in the Town of Forest Acres near the City of Columbia, in the County and State aforesaid; being triangular in shape and shown and delineated as PARCEL 5 containing forty-hundredths (.40) of an acre on a plat of property surveyed for the Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, S.C., by B. P. Barber and Associates, August 25, 1959, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13, at Page 499, and being more particularly described by metes and bounds as follows: Beginning at an iron on the South bank of Spring Branch and extending therefrom South 25 degrees 30 minutes West four hundred thirty-eight and five-tenths (438.5') feet, along PARCEL 4 to an iron; thence turning and extending therefrom North 35 degrees 29 minutes East four hundred eighty-three (483') feet, more or less, along a fence separating said lot from lands of the grantees to a point in the center of Spring Branch; thence turning and extending therefrom in an Easterly direction seventy-five (75') feet, more or less, along the center line of Spring Branch, to a point; thence turning and extending therefrom South 25 degrees 30 minutes West thirty-nine (39') feet from the center of Spring Branch, to an iron, being the point of commencement.

ALSO TOGETHER WITH: All that certain piece, parcel or lot of land situate, lying and being on the northern side of Forest Drive, in the Town of Forest Acres, in the County of Richland, in the State of South Carolina, and being more fully described as follows: commencing at an iron marking the eastern corner of the within described property and running along the northern side of Forest Drive N. 66° 00' W. 119.8 feet to an iron; thence running N. 20° 26' E. 288.4 feet to an iron; thence running S. 67° 04' E. 140.7 feet to an iron; thence running S. 24° 15' W. 290 feet to the point of commencement, be the said measurements more or less, and being bounded on the South by Forest Drive; on the West and North by property of the grantee herein, formerly property of Callie V. Dent; and on the East by property now or formerly of the estate of A. G. Dent.

ALSO TOGETHER WITH: ALL those three certain pieces, parcels or tracts of land situate, lying and being on the Northern side of Forest Drive, in the Town of Forest Acres, in the County and State aforesaid, and being more specifically described on plat of property surveyed for The Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, S.C., by B. P. Barber & Associates, Engineers,

Columbia, S.C., August 25, 1959, and amended November 13, 1961 to show Parcels 1, 3 and Lots C, 21, 22, 24 and 26, as follows:

Parcel No. 1: Tract of land designated as Parcel No. 1 containing twentythree-hundreths (23/100) of an acre, and being more particularly described as follows:

Commencing at an iron on the Northern side of the right-of-way of Forest Drive at a point 150 feet East of the intersection of Gamewell Drive and Forest Drive, and extending therefrom North 26 degrees, 26 minutes East 392.8 feet to an iron; thence turning and extending therefrom South 64 degrees 22 minutes East 23.6 feet to an iron; thence turning and extending therefrom South 25 degrees, 30 minutes West 392 feet to an iron on the Northern side of the right-of-way of Forest Drive; thence turning and extending therefrom North 66 degrees West 30 feet to the point of commencement; and bounded on the North by Parcel No. 2, on the East by Parcel No. 4, on the South by Forest Drive, and on the West by Lots 5, 10, 12 and 14.

Parcel No. 2: Tract of land designated as Parcel No. 3 containing twntyone-hundreths (21/100) of an acre, and being more particularly described as follows:

Commencing at an iron, being the Southwestern corner of said Parcel and extending therefrom North 26 degrees 26 minutes East 514.1 feet to a point; thence turning and extending therefrom in a Northerly direction 19.2 feet to an iron; thence turning and extending therefrom in a Northeasterly direction 15 feet to a point; thence turning and extending therefrom in a Northeasterly direction 152 feet, more or less, to the center of Spring Branch; thence turning and extending therefrom in an Easterly direction 12 feet, more or less, to a point in the center of Spring Branch; thence turning and extending therefrom South 25 degrees 30 minutes West 684.8 feet to an iron; thence turning and extending therefrom North 64 degrees 27 minutes West 22.2 feet to the point of commencement; being bounded on the North by the Northern portion of Spring Branch, on the East by Parcel No. 4, on the South by Parcel No. 2, and on the West by Lots B, C, 21, 22, 24 and 26.

Parcel No. 3: Tract of land designated as Lots C, 21, 22, 24 and 26, containing two and 40/100 (2.40) acres, and being more particularly described as follows:

Commencing at an iron, being the Southwestern corner of said tract of land, and extending therefrom North 42 degrees 50 minutes East 105 feet to an iron; thence turning and extending therefrom North 24 degrees 33 minutes East 90 feet to an iron; thence turning and extending therefrom North 9 degrees 10 minutes East 307 feet to an iron; thence turning and extending therefrom North 2 degrees 27 minutes West 208.5 feet to a point in the center of Spring Branch; thence turning and extending therefrom in an Easterly direction 320 feet, more or less, to a point in the center of Spring Branch; thence turning and extending therefrom in a Southerly direction 152 feet, more or less, to a point; thence turning and extending therefrom in a Southerly direction 15 feet to a point; thence turning and extending therefrom in a Southeasterly direction 19.2 feet to a point; thence turning and extending therefrom South 26 degrees 26 minutes West 414.1 feet to an iron, being the Southeastern corner of said tract of land; thence turning and extending therefrom North 65 degrees 4 minutes West 141.4 feet to the point of commencement; being bounded on the North by the Northern portion of Spring Branch, on the East by Parcel No. 3, hereinabove described, on the South by Lot B, and on the West by Gamewell Drive.

ALSO TOGETHER WITH: All that certain piece, parcel or tract of land situate, lying and being on the Northern side of Forest Drive, in the Town of Forest Acres, in the County of Richland, State of South Carolina and being more specifically described on a plat of property surveyed for the Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, SC, by B.P. Barber & Associates, Engineers, Columbia, SC dated August 25, 1959 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13 at page 499 on August 25, 1959, as Parcel 2 containing .03 of an acre.

ALSO All that certain piece, parcel or tract of land situate, lying and being on the Northern side of Forest Drive, in the Town of Forest Acres, in the County of Richland, State of South Carolina and being more specifically described on a plat of property surveyed for the Most Reverend Paul J. Hallinan, Bishop of the Diocese of Charleston, SC, by B.P. Barber & Associates, Engineers, Columbia, SC dated August 25,

1959 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13 at page 499 on August 25, 1959, as Parcels 1 and 3, and Lots C, 21, 22, 24 and 26.

Derivation: (i) Title to Real Estate from Callie Caughman Dent, sometimes known as Callie V. Dent, to The Most Reverend Paul J. Hallinan, as the Bishop of Charleston, a corporation sole under the laws of the State of South Carolina and his successors in the Episcopal See of Charleston, according to the discipline and government of the Roman Catholic Church, and his and their assigns forever, dated September 16, 1959, and recorded September 17, 1959, in the Office of the Register of Deeds for Richland County, South Carolina in Book 259, at page 69; (ii) Title to Real Estate from Ethel S. Dent, A. G. Dent, Jr., and Bernice D. Stubbs, to The Most Reverend Paul J. Hallinan, as the Bishop of Charleston, a corporation sole under the laws of the State of South Carolina and his successors in the Episcopal See of Charleston, according to the discipline and government of the Roman Catholic Church, and his and their assigns forever, dated September 16, 1959, and recorded September 17, 1959, in the Office of the Register of Deeds for Richland County, South Carolina in Book 259, at page 72; (iii) Title to Real Estate from Pauline Wilson Tate, R. LaVerne Joye, and Arthur T. Allday, to The Most Reverend Paul J. Hallinan, as the Bishop of Charleston, a corporation sole under the laws of the State of South Carolina and his successors in the Episcopal See of Charleston, according to the discipline and government of the Roman Catholic Church, and his and their assigns forever, dated January 20, 1960, and recorded January 28, 1960, in the Office of the Register of Deeds for Richland County, South Carolina in Book 267, at page 75; (iv) Title to Real Estate from Ethel S. Dent, A. G. Dent, Jr., and Bernice D. Stubbs to The Most Reverend Paul J. Hallinan, as the Bishop of Charleston, a corporation sole under the laws of the State of South Carolina and his successors in the Episcopal See of Charleston, according to the discipline and government of the Roman Catholic Church, and his and their assigns forever, dated March 27, 1962, and recorded April 3, 1962, in the Office of the Register of Deeds for Richland County, South Carolina in Book 323, at page 47; and (v) Quit Claim Deed of William A. Stubbs and Kerry G. Stubbs as successor Co-Trustees under that certain Trust Agreement between Bernice D. Stubbs as Trustee and as Settlor dated November 4, 2005, Margie L. Dent, Kathy Y. Dent, and Mary Lee Bradley to The Bishop of Charleston, a corporation sole, recorded November 25, 2009, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1571, at page 2748.

Tax Map Number: R14014-06-19 (for informational purposes only)

LEGAL DESCRIPTION FOR PARCEL NO. 2 (Tax Map Number R14013-02-16 (1616 Gamewell Drive)):

Legal Description: All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 10 on a plat of property of Mrs. Ethel S. Dent and Estate of A.G. Dent, prepared by Barber, Keels & Associates, dated August 31, 1949, recorded in Plat Book O at Page 27, Office of the Register of Deeds for Richland County; said lot being more particularly shown and designated on a plat prepared for Linda S. Fawley by Cox and Dinkins, Inc. dated October 24, 1991, recorded in Plat Book 53 at Page 7229, and having such boundaries and measurements as shown on the last plat described above, which is specifically incorporated by reference herein.

Derivation: Limited Warranty Title to Real Estate to Bishop of Charleston, a Corporation Sole, from Gamewell, LLC, a South Carolina limited liability company, dated December 28, 2012, and recorded on December 28, 2012, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1823 at Page 1648.

Tax Map Number: R14013-02-16 (for informational purposes only)

LEGAL DESCRIPTION FOR PARCEL NO. 3 (Tax Map Number R14013-02-17 (1618 Gamewell Drive)):

Legal Description: All that certain piece, parcel, lot or tract of land, with any improvements thereon, known as 1618 Gamewell Drive, situate, lying and being in the Town of Forest Acres, County of Richland, State of South Carolina, and being more particularly shown and delineated as Lot 12 on a plat of property of Mrs. Ethel S. Dent and Estate of A.G. Dent, prepared by Barber, Keels & Associates, dated August 31, 1949, recorded in Plat Book O at Page 27, Office of the Register of Deeds for Richland County, and having the following boundaries and measurements as shown on said plat, to wit: On the north by Lot 14, measuring thereon 155.8 feet (incorrectly shown as 155.1 feet in prior deed descriptions); on the east by property now or formerly L.C. Dent, measuring thereon 75 feet; on the South by Lot 10, measuring thereon 154.5 feet (incorrectly shown as 153.7 feet in prior deed descriptions); and on the west by Gamewell Drive, fronting and measuring thereon 75 feet; be all measurements a little more or less.

Derivation: Limited Warranty Title to Real Estate to Bishop of Charleston, a Corporation Sole, from William K. Brumbach, Jr. and Kathleen W. Brumbach, dated December 10, 2012, and recorded on December 11, 2012, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1818 at Page 3745.

Tax Map Number: R14013-02-17 (for informational purposes only)

LEGAL DESCRIPTION FOR PARCEL NO. 4 (Tax Map Number R 14013-02-01 (1620 Gamewell Drive)):

Legal Description: All that certain piece, parcel, lot or tract of land, with any improvements thereon, known as 1620 Gamewell Drive, situate, lying and being on the southeastern corner of Gamewell Drive, in the City of Forest Acres, County of Richland, State of South Carolina, being shown and delineated as Lot "14" on a plat prepared for Brunson J. Hendrix, Jr. by McMillan Engineering Company, dated February 22, 1966, recorded February 28, 1966 in Plat Book 28 at Page 474, Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the last plat described herein, which is specifically incorporated by reference.

Derivation: Title to Real Estate to Bishop of Charleston, a Corporation Sole, from Sarah W. Hendrix dated June 12, 2012, and recorded on June 12, 2012, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1771 at Page 1976.

Tax Map Number: R14013-02-01 (for informational purposes only)

LEGAL DESCRIPTION FOR PARCEL NO. 5 (Tax Map Number R14014-06-20 (1700 Gamewell Drive)):

Legal Description: All that certain piece, parcel, lot or tract of land, with any improvements thereon, known as 1700 Gamewell Drive, situate, lying and being on the eastern side of Gamewell Drive, in the City of Forest Acres, County of Richland, State of South Carolina, being shown and delineated as Lot "B" on a plat of property surveyed for Mrs. Ethel S. Dent and Estate of A.G. Dent by B.P. Barber and Assoc., dated August 5, 1959, recorded in Plat Book 13 at Page 441, Office of the Register of Deeds for Richland County; said property being more fully shown and delineated on a plat prepared for William Broadus Jones, Jr. and Rachel Greer Jones by Cox and Dinkins, Inc., dated August 13, 1982, recorded in Plat Book Z at Page 2899, Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the last plat described herein, which is specifically incorporated by reference.

Derivation: Title to Real Estate to Bishop of Charleston, a Corporation Sole, from Antonio M. Leon dated February 29, 2012, and recorded on March 5, 2012, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1746 at Page 2737, and re-recorded May 15, 2012, in the Office of the Register of Deeds for Richland County, South Carolina in Book 1765 at Page 36.

Tax Map Number: R14014-06-20 (for informational purposes only)